

REMARKS

Claims 36-68 are pending in the application with claims 36, 45, 51 and 62 being independent.

Claims 36, 38-45, 47-53, 58, 61-62, 64-68 are rejected under 35 U.S.C. §102(a) as being anticipated by Wheat, Tammy (Pub# WO 03/067851, hereinafter Tammy).

Claims 37 and 46 are rejected under 35 U.S.C. §103(a) as being unpatentable over Tammy as applied to claims 36 and 45 above, and further in view of Wenocur et al. (Pub#2003/0041110, hereinafter Wenocur).

Claims 54-57 are rejected under 35 U.S.C. §103(a) as being unpatentable over Tammy as applied to claims 52 and 53 above, and further in view of Forstadius (Pub#2004/0110462, hereinafter Forstadius).

Claims 59 and 63 are rejected under 35 U.S.C. §103(a) as being unpatentable over Tammy as applied to claims 58 and 62 above, and further in view of Montemer (Pub#2004/0023644, hereinafter Montemer).

Claim 60 is rejected under 35 U.S.C. 103(a) as being unpatentable over Tammy as applied to claim 58 above, and further in view of Croome (Pub#2005/0101309, hereinafter Croome).

The Applicants sincerely appreciate the courtesies extended by the Examiner in conferring with the Applicants' representative. During the interview, Applicants' representative brought to the attention of the Examiner that the prior art fails to at least teach the claimed feature "an external parameter mechanism." The Examiner concurred, but noted that the claim recites "a parameter." Accordingly, independent claim 36 is amended to recite in part "an external parameter mechanism."

Each of the various rejections and objections are overcome by amendments that are made to the specification, drawing, and/or claims, as well as, or in the alternative, by various arguments that are presented.

Any amendments to any claim for reasons other than as expressly recited herein as being for the purpose of distinguishing such claim from known prior art are not being made with an intent to change in any way the literal scope of such claims or the range of equivalents for such claims. They are being made simply to present language that is better in conformance with the form requirements of Title 35 of the United States Code

or is simply clearer and easier to understand than the originally presented language. Any amendments to any claim expressly made in order to distinguish such claim from known prior art are being made only with an intent to change the literal scope of such claim in the most minimal way, i.e., to just avoid the prior art in a way that leaves the claim novel and not obvious in view of the cited prior art, and no equivalent of any subject matter remaining in the claim is intended to be surrendered.

Also, since a dependent claim inherently includes the recitations of the claim or chain of claims from which it depends, it is submitted that the scope and content of any dependent claims that have been herein rewritten in independent form is exactly the same as the scope and content of those claims prior to having been rewritten in independent form. That is, although by convention such rewritten claims are labeled herein as having been "amended," it is submitted that only the format, and not the content, of these claims has been changed. This is true whether a dependent claim has been rewritten to expressly include the limitations of those claims on which it formerly depended or whether an independent claim has been rewritten to include the limitations of claims that previously depended from it. Thus, by such rewriting no equivalent of any subject matter of the original dependent claim is intended to be surrendered. If the Examiner is of a different view, he is respectfully requested to so indicate.

REJECTION UNDER 35 U.S.C. §102

Claims 36, 38-45, 47-53, 58, 61-62, 64-68

Claims 36, 38-45, 47-53, 58, 61-62, 64-68 are rejected under 35 U.S.C. §102(a) as being anticipated by Tammy. The rejection is traversed.

Independent claim 36 is amended to recite "an external parameter" rather than "a parameter." Entry of this Amendment is proper under 37 CFR 1.116 since the amendment: (a) places the application in condition for allowance for the reasons discussed herein; (b) does not raise any new issue requiring further search and/or consideration since the amendments amplify issues previously discussed throughout prosecution; (c) does not present any additional claims without canceling a corresponding number of finally rejected claims; or (d) places the application in better form for appeal, should an appeal be necessary. The amendment is necessary and was not earlier

presented because it is made in response to arguments raised in the final rejection. Entry of the amendment is thus respectfully requested.

According to MPEP §2131.03 (III) “Anticipation under §102 can be found only when the reference discloses exactly what is claimed and that where there are differences between the reference disclosure and the claim, the rejection must be based on §103 which takes differences into account. Furthermore, in order to anticipate the claims, the claimed subject matter must be disclosed in the reference with “sufficient specificity to constitute an anticipation under the statute.” See MPEP §2131.03 (II).

The Tammy reference fails to teach or suggest each and every element of independent claim 36 as required under 35 U.S.C. §102. Therefore, the Examiner fails to establish a prima facie showing of anticipation. Specifically, Tammy fails to teach or suggest at least: “an infrastructure for supporting a generic definition of a cellular service, said generic definition incorporating common features of different services, said generic definition being able to take specific service-defining parameters” and “a parameter setting mechanism for inputting respective service defining parameters to said generic definition, thereby to implement a desired service through said generic definition,” as recited in Applicants’ independent claim 36.

In an effort to support the rejection, the Examiner juxtaposes in bold the passage believed to disclose the claimed feature “an infrastructure for supporting a generic definition of a cellular service, said generic definition incorporating common features of different services.” The remarks are reproduced here for ease of reference. “Abstract, the figure shows an infrastructure providing services to mobile station and the network through the exchange point B2B engine. The B2B engine (generic definition) incorporates services such as finding a restaurant for a mobile device user, and passing real-time information between the restaurant and the mobile user.” (See Office Action page 3, paragraph 6).

First, the Examiner parenthetically likens the B2B engine to the claimed feature “generic definition.” Applicants respectfully disagree. On page 2 at line 19 of Applicants’ specification generic definition is disclosed as comprising at least some of the following features of a service: availability, discoverability, findability, buyability and obtainability whereas on page 7, starting at line 26, Tammy discloses a business-to-

business (B2B) engine 210 as including a number of applications modules and uses an operating system/middleware 222. Tammy is silent about “generic definition” because Tammy’s objective lies elsewhere, e.g., finding a nearby fixed station such as a restaurant. (See Abstract). There is no correlation between the claimed feature “generic definition” and Tammy’s B2B engine as alleged by the Examiner. Furthermore, On page 3 at line 9 of Applicants’ specification generic definition is also disclosed as comprising an ability to select between one of a plurality of levels of complexity of content presentation according to a determined capacity level of a receiving telephone.

Second, it appears the Examiner does not accord any patentable weight to the phrases “generic definition, incorporating common features of different services” within the context of the claims. All words in a claim must be considered in judging the patentability of that claim against the prior art. (See MPEP §2143.03). One cannot divine claim meaning in a vacuum. *Philips v. AWH Corporation* (Fed. Cir. July 12, 2005).

Third, the present application claims “said generic definition incorporating common features of different services,” which is neither taught nor fairly suggested by Tammy. Even if Tammy did teach generic definition, it does not teach the claimed feature “incorporating common features of different services.” The present application discloses a platform, which comprises a plurality of modules, each module carrying the generic definition together with a different arrangement of parameters to thereby combine different services within said platform. (See specification page 3, lines 25-29). Stated differently, as all of the services are provided as separate entities on separate servers, the present application claims features that allow different services to work together to complement each other. (See specification page 2, lines 11-15). Tammy and the novel features of the present application are worlds apart.

The Examiner acknowledges that Tammy discloses finding a restaurant and passing real-time information between the restaurant and the mobile user whereas the present application claims in part incorporating common features of different services. Tammy further discloses a reservation management company i.e., a service provider, interconnected with the B2B engine, may provide a reservation application to member restaurants and a restaurant module for integration with the B2B engine.” (See Abstract). This is further evidence that Tammy’s concern lies elsewhere.

Next, the Examiner alleges that Tammy's data structure is being mapped in the B2B engine. Therefore, the B2B engine is able to take the parameters specified in the data structure. Since the data structure maps a service class to one or more parameters, then the parameters are in fact service-defining parameters. (See Office Action, page 4). The Examiner cites the above Tammy's passage as teaching the claimed feature "said generic definition being able to take specific service defining parameters." However, on page 3, at lines 16-19, the specification discloses service defining parameters as logical rules.

Further, the Examiner alleges that the operation of the data structure that maps parameters to the B2B engine is considered as a mechanism. (See Office Action, page 4). This assertion is unfortunately hopelessly deficient. The Examiner is looking for an anchor to rely on as teaching the claimed feature "a parameter setting mechanism for inputting respective service defining parameters to said generic definition." On page 3, at lines 22-24, the specification discloses the parameter to be a location and the parameter setting mechanism to be the platform itself, e.g., the mobile telephone.

As such, for at least these reasons, independent claim 36 is not anticipated by Tammy and is patentable under 35 U.S.C. §102(a).

Independent claims 45, 51 and 62 recite relevant limitations similar to those recited in independent claim 36. As such, for at least the same reasons discussed above, amended independent claims 45, 51 and 62 also are not anticipated by Tammy and are patentable under 35 U.S.C. §102(a). Since all of the dependent claims that depend from the independent claims include all the limitations of the respective independent claim from which they ultimately depend, each such dependent claim also is not anticipated by Tammy and is patentable under 35 U.S.C. §102(a).

Therefore, Applicants' claims 36, 38-45, 47-53, 58, 61-62, 64-68 are patentable over Tammy under 35 U.S.C. 102. The Examiner is respectfully requested to withdraw the rejection.

Rejection Under 35 U.S.C. §103

Claims 37, 46, 54-57, 59, 60, 63

Claims 37 and 46 are rejected under 35 U.S.C. §103(a) as being unpatentable over Tammy as applied to claims 36 and 45 above, and further in view of Wenocur. Claims 54-57 are rejected under 35 U.S.C. §103(a) as being unpatentable over Tammy as applied to claims 52 and 53 above, and further in view of Forstadius. Claims 59 and 63 are rejected under 35 U.S.C. §103(a) as being unpatentable over Tammy as applied to claims 58 and 62 above, and further in view of Montemer. Claim 60 is rejected under 35 U.S.C. §103(a) as being unpatentable over Tammy as applied to claim 58 above, and further in view of Croome. The rejections are traversed.

Each of these grounds of rejection applies only to dependent claims, and each is predicated on the validity of the rejection under 35 U.S.C. §102 given Tammy. Since the rejection under 35 U.S.C. §102 given Tammy has been overcome, as described hereinabove, and there is no argument put forth by the Office Action that the additional references supply that which is missing from Tammy to render the independent claims unpatentable, these grounds of rejection cannot be maintained.

Therefore, Applicants' claims 37, 46, 54-57, 59, 60, 63 are patentable under 35 U.S.C. §103. The Examiner is respectfully requested to withdraw the rejections.


CONCLUSION

It is respectfully submitted that the Office Action's rejections have been overcome and that this application is now in condition for allowance. Reconsideration and allowance are, therefore, respectfully solicited.

If, however, the Examiner still believes that there are unresolved issues, the Examiner is invited to call Eamon Wall or Emmanuel Coffy at (732) 842-8110 so that arrangements may be made to discuss and resolve any such issues.

Respectfully submitted,

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